

RECORDATION NO. 18405-G FILED

JUL 19 '01 2-38 PM
Ts
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

July 19, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 3 (Amtrak 93-B), dated as of June 29, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which was previously filed with the Board under Recordation Number 18405.

The names and addresses of the parties to the enclosed document are:

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19899

Lessee: National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

A description of the railroad equipment covered by the enclosed document is:

One (1) General Electric P-42 Locomotive: AMTK 122.

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Mr. Vernon A. Williams
July 19, 2001
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A short summary of the document to appear in the index is:

Lease Supplement No. 3 (Amtrak 93-B).

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/anm
Enclosures

LEASE SUPPLEMENT NO. 3
(AMTRAK TRUST 93-B)

JUL 19 '01 2:38 PM

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 3 dated as of June 29, 2001 (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, a national banking association, not in its individual capacity but solely as trustee under the Trust Agreement ("*Lessor*") and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("*Lessee*") pursuant to and in accordance with the Lease of Railroad Equipment dated as of September 1, 1993 between Lessor and Lessee (as amended and supplemented to the date hereof, the "*Lease*").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in Annex A to the Lease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. Lessor and Lessee entered into that certain (i) Lease of Railroad Equipment dated as of September 1, 1993 that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on September 24, 1993 under Recordation No. 18405, (ii) Lease Supplement No. 1 (Amtrak 93-B) dated September 24, 1993 that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on September 24, 1993 under Recordation No. 18405-B, and (iii) Lease Supplement No. 2 (Amtrak 93-B) dated December 30, 1993 that was recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on December 30, 1993 under Recordation No. 18405-D, pursuant to which Lessor conveyed certain Units described therein to Lessee.

3. The Unit bearing Amtrak Equipment Number 807 (the "*Replaced Unit*") has suffered a Casualty Occurrence, and, pursuant to Section 7.2 of the Lease, is hereby replaced by the Unit bearing the Amtrak Equipment Number as described in Schedule 1 attached hereto (the "*Replacement Unit*").

4. By the execution and delivery of this Lease Supplement (a) Lessor conveys the Replaced Unit to Lessee without recourse or warranty except as to the absence of all Owner Participant's Liens and Lessor's Liens; (b) Lessee is hereby subrogated to all claims of Lessor, if any, against third parties for damage to or loss of the Replaced Unit to the extent of any casualty insurance proceeds received or receivable in respect of such Unit as a result of such Casualty Occurrence under insurance policies maintained by Lessee or any sub-lessee; (c) for all purposes of the Lease and the other Operative Documents, the Replacement Unit shall be deemed part of the property leased thereunder and shall be deemed a "Unit" as defined therein; and (d) the Replaced Unit is hereby released from the Lien of the Lease.

5. By the execution and delivery of this Lease Supplement, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.


6. This Lease Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease

Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, the Unit described in Schedule 1 hereto has been delivered to Lessee, has been duly accepted by Lessee and that said Schedule 1 contains a correct and complete description of said Unit sufficient for the purposes of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 3 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee, Lessor

By: 
Name: Ronald L. Macey
Title: Assistant Vice President

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Lease Supplement No. 3 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee, Lessor

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By: Jale M. Stein
Name: JALE M. STEIN
Title: TREASURER

TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER OR OTHER COLLATERAL WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE (OR OTHER LAW RESPECTING SECURITY INTERESTS) AS IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN LESSOR'S INTEREST UNDER THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY CHASE MANHATTAN TRUST COMPANY, AS INDENTURE TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE LEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

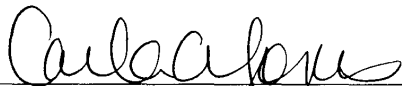
Receipt of this original counterpart No. 1 of the foregoing Lease Supplement No. 3 is hereby acknowledged this 1st day of July, 2001.

CHASE MANHATTAN TRUST COMPANY,
NATIONAL ASSOCIATION
as Indenture Trustee

By Mary A. Newby
Name: Mary A. Newby
Title: Assistant Vice President

DISTRICT OF COLUMBIA)
) ss.:
)

On this 25th day of June, 2001 before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he/she is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

Carla A. Jones
Notary Public, District of Columbia
My Commission Expires 04-30-2006

My Commission Expires: _____

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 22nd day of June, 2001 before me personally appeared **ROSELINE K. MANEY**, to me personally known, who, being by me duly sworn, says that he/she is the Asst. Vice Pres. of WILMINGTON TRUST COMPANY, that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.


Notary Public

My Commission Expires: _____

KATHERINE C. JANNUZZI
NOTARY PUBLIC-DELAWARE
My Commission Expires May 24, 2004

**SCHEDULE 1 TO
LEASE SUPPLEMENT NO. 3
(AMTRAK TRUST 93-B)**

<u>DESCRIPTION</u>	<u>AMTRAK EQUIPMENT NUMBER</u>
ONE (1) GENERAL ELECTRIC P42 LOCOMOTIVE	122